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9  
10 **IN THE UNITED STATES DISTRICT COURT**  
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
12 **SOUTHERN DIVISION**

13  
14 SARA RAYMOND and MICHELLE  
O'BRIEN individually and on behalf of  
15 all others similarly situated,

16 Plaintiffs,

17 v.

18 KIA AMERICA, INC.,

19 Defendant.

Case No.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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**CLASS ACTION COMPLAINT**

1 Plaintiffs Sara Raymond and Michelle O'Brien ("Plaintiffs"), by and through  
2 their undersigned counsel, bring this action individually and on behalf of all others  
3 similarly situated against Defendant Kia America, Inc. ("Defendant" or "Kia"), and  
4 allege as follows:

5 **NATURE OF THE ACTION**

6 1. Plaintiffs bring this action individually and on behalf of a class of  
7 similarly situated purchasers and lessees of Kia's model year 2020-2024 Telluride  
8 vehicles ("Vehicles" or "Class Vehicles").

9 2. As alleged herein, the Class Vehicles are defective and unsafe. They  
10 contain a dangerous and potentially life-threatening defect that results in their brakes  
11 malfunctioning, becoming intermittently non-operational, and failing altogether (the  
12 "Defect"). This poses a significant and obvious safety hazard to drivers and  
13 occupants of Class Vehicles, and puts the lives of Vehicle drivers and occupants,  
14 and other drivers on the road at risk. Braking failures create the risk of rear end  
15 collisions and crashes and prevent a driver from stopping on command. As discussed  
16 below, numerous consumers have experienced the Defect while operating a Class  
17 Vehicle.

18 3. The Defect manifests when the hydraulic pressure fails on the brake  
19 pedals, causing the pedal to fall to the floor and become "spongy." When this occurs,  
20 drivers attempting to engage the brakes (i.e., press the brake pedal) cannot do so  
21 reliably or effectively.

22 4. Kia is aware of and has identified the root cause of the Defect, including  
23 through internal documents and reports addressing the brake failure in the Class  
24 Vehicles. On information and belief, the Defect results from a compromise in the  
25 Vehicle's braking system, namely in the master cylinder, that reduces brake fluid  
26 pressure. This results in "spongy" brakes that have no pressure and which cannot be  
27 engaged, fall to the floor, and do not work.

1           5. Despite the serious issues posed by the Defect, Kia has omitted this  
2 material information from consumers and has not issued a recall or reliable fix. Class  
3 Members are thus left in the lurch, driving vehicles with brakes that could  
4 unexpectedly fail at any moment.

5           6. Plaintiffs bring this action to obtain redress for themselves and those  
6 who have purchased or leased Vehicles across the United States. Plaintiffs seek relief  
7 for Kia's breaches of implied warranties, fraud, unjust enrichment, and violations of  
8 consumer protection law. They also seek declaratory and injunctive relief to prevent  
9 Kia's continued misconduct, and to require it to issue an appropriate fix.

#### 10                                   **JURISDICTION AND VENUE**

11           7. This Court has subject matter jurisdiction under 28 U.S.C.  
12 § 1332(d)(2)(A) because the claims relating to the matter in controversy exceed \$5  
13 million, the proposed classes have at least 100 members, and this is a class action in  
14 which certain of the class members (including Plaintiffs) and Kia are citizens of  
15 different states.

16           8. Venue is proper in this judicial District under 28 U.S.C. § 1391 because  
17 Kia is headquartered in this judicial District, Kia conducts significant business  
18 throughout this District, and a substantial part of the acts and omissions giving rise  
19 to Plaintiffs' claims occurred in, or emanated from, this District.

20           9. At all pertinent times, Kia was engaged in the marketing,  
21 advertisement, sale, and lease of the Class Vehicles, which are the subject of this  
22 lawsuit, in this District and throughout the United States.

#### 23                                   **PARTIES**

##### 24                   **Plaintiff Sara Raymond**

25           10. Plaintiff Raymond is an adult who resides in and is a citizen of Spring,  
26 Texas. In or about mid-2023, Plaintiff purchased a new 2023 Telluride from  
27 Demontrond Kia, an authorized Kia dealership located in Houston, Texas. Plaintiff  
28 uses her Class Vehicle for family and household purposes.

1           11. On or around November 7, 2024, the brakes on Plaintiff's Vehicle  
2 failed. Specifically, the brakes suddenly and without warning had no pressure. The  
3 vehicle crested a hill, picked up speed, and could not slow down. This ultimately  
4 resulted in a collision with another car.

5           12. In the aftermath, Plaintiff's car has been at the Kia dealership and Kia  
6 body shop for approximately six weeks. Despite communicating her need for a  
7 loaner vehicle from Kia, the dealership has not provided Plaintiff with a loaner  
8 vehicle. This has resulted in Plaintiff Raymond paying for a rental vehicle on a  
9 weekly basis due to Kia's inability to provide a timeline for repairs on her vehicle.

10           13. Because of the Defect, and Kia's inability or refusal to permanently  
11 remedy the issue, Plaintiff continues to be exposed to a—and is very concerned  
12 about an ongoing—serious safety risk associated with brake failure in the Class  
13 Vehicle.

14           14. At the time of purchasing the Vehicle, Plaintiff did not know that the  
15 Vehicle contains an unsafe Defect that causes brake failure and can result in a crash,  
16 and that Plaintiff would not be able to safely drive the Vehicle without risk of the  
17 brakes failing. Had Kia disclosed the Defect on its website, through its dealership,  
18 in its warranty manual, or elsewhere prior to purchasing the Class Vehicle, Plaintiff  
19 would not have purchased the Vehicle, or would not have paid the purchase price  
20 that Plaintiff did. Plaintiff relied upon Kia that it was providing the full picture of  
21 information regarding the Vehicle and relied upon the idea that Kia would not  
22 withhold material information about safety defects in the Vehicle, including the  
23 Defect. As a result, Plaintiff received less than what was paid for the Vehicle and  
24 did not receive the benefit of Plaintiff's bargain.

25           15. In addition, Plaintiff sustained actual damages as a result of the Defect,  
26 namely in out of pocket expenses brought about by November 7 incident caused by  
27 the Defect. Plaintiff promptly had her vehicle towed to the Demontrond Kia  
28 dealership, and then was told that the vehicle actually needed to be towed the

1 Demontrond Kia body shop, resulting in two tows costing the Plaintiff  
2 approximately \$400. Plaintiff Raymond also has incurred approximately \$2,000 in  
3 rental vehicle fees and payments because Kia did not provide Plaintiff with a rental  
4 vehicle. Plaintiff anticipates incurring more rental vehicle fees while Kia inspects  
5 her vehicle.

6 **Plaintiff Michelle O'Brien**

7 16. Plaintiff O'Brien is a resident of Olathe, Kansas. On October 25, 2024,  
8 Plaintiff purchased a 2024 Telluride from Arapahoe Kia, an authorized Kia  
9 dealership located in Denver, Colorado. Prior to purchasing the Vehicle, Plaintiff  
10 spoke to three Kia dealerships near Olathe, Kansas, but none of them were able to  
11 obtain the Vehicle in the exterior/interior color combination she preferred. Plaintiff  
12 ultimately went to Denver to retrieve the vehicle from Arapahoe Kia, which had her  
13 preferred color combination available. Plaintiff uses the Class Vehicle for family  
14 and household purposes.

15 17. Plaintiff drove her Telluride for only approximately three weeks (with  
16 750 miles on it) when the brakes first failed. This happened while she was driving  
17 on a Meals on Wheels route. She tried to stop at her last stop when the brakes fell to  
18 the floor due to loss of pressure. Only when she pushed down on the brakes with full  
19 force did she feel minor resistance and came to a complete stop. Plaintiff was driving  
20 through a large intersection at the time the brakes failed, but fortunately was able to  
21 stop the car without incident.

22 18. Plaintiff had her car towed to Robert Brogden Kia in Olathe, Kansas.  
23 The dealership claimed to have fixed the issue, so it would not provide her with a  
24 loaner vehicle. However, the dealership was not able to adequately describe how  
25 they fixed the issue, and so Plaintiff is reluctant to drive the Vehicle. Her Vehicle is  
26 currently still at the dealership, as she does not feel safe driving it. Plaintiff reached  
27 out to Kia Consumer Affairs, who advised her not to pick up the Vehicle.

1           19. Because of the Defect, and Kia's inability or refusal to permanently  
2 remedy the issue, Plaintiff continues to be exposed to a—and is very concerned  
3 about an ongoing—serious safety risk associated with brake failure in the Class  
4 Vehicle.

5           20. At the time of purchasing the Vehicle, Plaintiff did not know that the  
6 Vehicle contains an unsafe Defect that causes brake failure and can result in a crash,  
7 and that Plaintiff would not be able to safely drive the Vehicle without risk of the  
8 brakes failing. Had Kia disclosed the Defect on its website, through its dealership,  
9 in its warranty manual, or elsewhere prior to purchasing the Class Vehicle, Plaintiff  
10 would not have purchased the Vehicle, or would not have paid the purchase price  
11 that Plaintiff did. Plaintiff relied upon Kia that it was providing the full picture of  
12 information regarding the Vehicle and relied upon the idea that Kia would not  
13 withhold material information about safety defects in the Vehicle, including the  
14 Defect. As a result, Plaintiff received less than what was paid for the Vehicle and  
15 did not receive the benefit of Plaintiff's bargain.

16           **Defendant Kia America, Inc.**

17           21. Defendant Kia America, Inc. is a California corporation organized, in  
18 existence, and registered to do business in California under California law, with its  
19 corporate headquarters located at 111 Peters Canyon Road, Irvine, California,  
20 92606.

21           22. Kia markets, sells, and leases the Class Vehicles throughout the United  
22 States, including in this District. Kia is responsible for sales, marketing, service,  
23 distribution, import, and export of Kia-branded products, including vehicles and  
24 parts, in California, and in the United States. Kia is also the warrantor and distributor  
25 of Kia vehicles, including the Vehicles, in California and throughout the United  
26 States.

27           23. Kia has thousands of authorized dealerships across the United States—  
28 which are its agents—and controls the distribution of automobiles, parts, services,

1 and warranty repairs Kia vehicles throughout the United States, all of which are  
2 under Kia's control. Kia authorizes these distributors and dealerships to sell Kia  
3 vehicles, parts, and accessories and to service and repair Kia vehicles using Kia  
4 parts. Kia exerts control over its dealership-agents through the technical service  
5 bulletins and other repair guidance it issues to its dealerships relating to problems  
6 arising with Kia vehicles, including the Defect in the Vehicles, and instructing  
7 dealerships how to perform repairs; Kia's warranty directs Vehicle owners and  
8 lessees to present their Vehicles to Authorized Kia Dealers for repairs and service;  
9 and Kia requires authorized dealerships to submit detailed data to it regarding repairs  
10 performed at dealerships.

11 24. Kia does substantial business in California, with a significant portion  
12 of the sales and leases made in California. In fact, most of its work in sales,  
13 marketing, distribution, import, export, and warranty of Kia-branded products,  
14 including vehicles and parts, takes place in California.

15 25. California hosts a significant portion of Kia's U.S. operations,  
16 including sales and service offices and financial service offices, among others. Kia's  
17 research and design facilities are in California.

18 26. In addition, the conduct that forms the basis for each and every class  
19 member's claims against Defendant emanated from Kia's headquarters in California  
20 and is consistent with directives of Defendant's personnel in California.

### 21 **SUBSTANTIVE ALLEGATIONS**

22 27. This action is brought against Kia on behalf of Plaintiffs and all persons  
23 who purchased or leased Kia's model year 2020-2024 Telluride vehicles. The  
24 models and model years of vehicles comprising the Class Vehicles are subject to  
25 revision based upon information learned through the discovery process.

26 28. Kia America, Inc. is the marketing and distribution arm of Kia Motors  
27 Corporation based in Seoul, Korea. Headquartered in Irvine, California, Kia touts  
28 itself as having "been the highest ranked mass market brand in initial quality for five

1 consecutive years according to J.D. Power, and is recognized as one of the 100 Best  
 2 Global Brands by Interbrand.”<sup>1</sup> Kia “offers a complete range of vehicles sold through  
 3 a network of nearly 800 dealers in the U.S.”<sup>2</sup>

4 29. In a press release published on Kia’s website, [www.kiamedia.com](http://www.kiamedia.com), Kia  
 5 quotes its president Michael Cole as stating, “Kia is committed to building the safest  
 6 vehicles possible” and that the six Top Safety Pick (TSP) ratings Kia recently  
 7 received from the Insurance Institute for Highway Safety (IHS) reflect Kia’s  
 8 “commitment and reaffirms Kia’s continued effort to strive for safety improvement  
 9 and advancement in every model” it produces.<sup>3</sup>

10 30. Kia sells Class Vehicles to its authorized distributors and dealerships,  
 11 which, in turn, sell or lease those vehicles to consumers. After these dealerships sell  
 12 cars to consumers, including Plaintiffs and members of the classes, they purchase  
 13 additional inventory from Kia to replace the Vehicles sold and leased, increasing  
 14 Kia’s revenues. Thus, Plaintiffs’ and class members’ purchases of Vehicles accrue  
 15 to the benefit of Kia by increasing its revenues.

### 16 ***Overview of the Kia Telluride***

17 31. The Kia Telluride is a three-row SUV that was initially introduced in  
 18 2019 as a 2020 model (first generation). Upon release, Kia announced “Today the  
 19 all-new 2020 Kia Telluride made its official on-road and off-road debut, beginning  
 20 a new adventure for Kia with its biggest and boldest SUV ever. . . . Imagined in  
 21 America, designed at Kia’s design studio in California, and assembled in Georgia,  
 22 the Telluride is the largest Kia ever. It provides comfortable seating for up to eight,  
 23 a powerful 291-hp 3.8-liter V6, available active on-demand all-wheel drive, and an

24 <sup>1</sup> KIA MEDIA, *Kia receives Six Top Safety Pick Ratings From Insurance Institute*  
 25 *for Highway Safety* (Feb. 17, 2020),  
 26 [https://www.kiamedia.com/us/en/media/pressreleases/16009/kia-receives-six-](https://www.kiamedia.com/us/en/media/pressreleases/16009/kia-receives-six-top-safety-pick-ratings-from-insurance-institute-for-highway-safety)  
[top-safety-pick-ratings-from-insurance-institute-for-highway-safety](https://www.kiamedia.com/us/en/media/pressreleases/16009/kia-receives-six-top-safety-pick-ratings-from-insurance-institute-for-highway-safety).

27 <sup>2</sup> *Id.*

28 <sup>3</sup> *Id.*



1 inspiring view of the world. The Telluride offers potential for exploration and  
2 adventure every time it's on the road.”<sup>4</sup>

3 32. In 2024, U.S. News & World Report named the Telluride in its “Best  
4 Cars for Families” award for the fifth year in a row.<sup>5</sup> Kia touts that the award honors  
5 cars that “offer the best combination of safety, reliability, space, convenience, and  
6 connectivity.”<sup>6</sup> It also describes the Telluride, which it designed for the U.S. market,  
7 as a “a head-turning proposition from the start.”<sup>7</sup>

8 33. In the press release, Kia quotes its Chief Operating Officer and  
9 Executive Vice President of Kia America, Steven Center, as stating, “The Telluride’s  
10 recognition as U.S. News & World Report’s best 3-row midsize SUV for families  
11 highlights the industry-leading quality of Kia’s technology, convenience and safety  
12 features, . . . Kia is honored to be named among the 2024 Best Cars for Families.”<sup>8</sup>

### 13 ***Braking Systems In Automobiles***

14 34. There are two types of brakes in use in cars today: disc brakes and drum  
15 brakes.<sup>9</sup> Class Vehicles are equipped with disc brakes. Disc brakes feature brake  
16 pads that press against a rotor when the brake pedal is applied.<sup>10</sup>

17 <sup>4</sup> KIA MEDIA, *2020 Telluride Overview* (Mar. 19, 2019),  
18 <https://www.kiamedia.com/us/en/models/telluride/2020>.

19 <sup>5</sup> KIA MEDIA, *Kia Telluride Wins a 2024 Best Cars for Families Award from*  
20 *U.S. News & World Report* (Mar. 20, 2024)  
[https://www.kiamedia.com/us/en/media/pressreleases/21947/kia-telluride-wins-](https://www.kiamedia.com/us/en/media/pressreleases/21947/kia-telluride-wins-a-2024-best-cars-for-families-award-from-us-news-and-world-report)  
21 [a-2024-best-cars-for-families-award-from-us-news-and-world-report](https://www.kiamedia.com/us/en/media/pressreleases/21947/kia-telluride-wins-a-2024-best-cars-for-families-award-from-us-news-and-world-report).

22 <sup>6</sup> *Id.*

23 <sup>7</sup> KIA MEDIA, *Kia Telluride Named ‘Best Family Car of 2024’ by Cars.com*  
(Feb. 7, 2024) [https://www.kiamedia.com/us/en/media/pressreleases/21823/kia-](https://www.kiamedia.com/us/en/media/pressreleases/21823/kia-telluride-named-best-family-car-of-2024-by-carscom)  
24 [telluride-named-best-family-car-of-2024-by-carscom](https://www.kiamedia.com/us/en/media/pressreleases/21823/kia-telluride-named-best-family-car-of-2024-by-carscom).

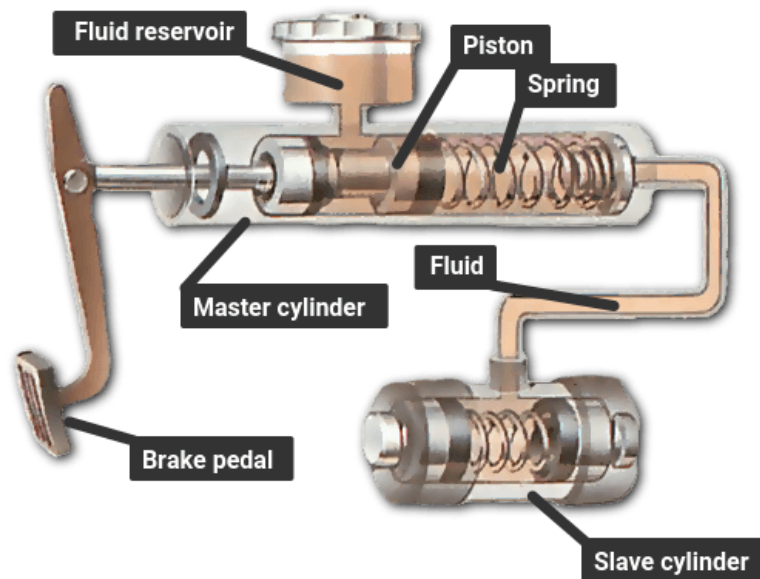
25 <sup>8</sup> *Kia Telluride Wins a 2024 Best Cars for Families Award from U.S. News &*  
*World Report, supra.*

26 <sup>9</sup> *How the Brake System Works*, WAGNER BRAKE,  
27 [https://www.wagnerbrake.com/technical/parts-matter/driver-education-and-](https://www.wagnerbrake.com/technical/parts-matter/driver-education-and-vehicle-safety/how-the-brake-system-works.html)  
[vehicle-safety/how-the-brake-system-works.html](https://www.wagnerbrake.com/technical/parts-matter/driver-education-and-vehicle-safety/how-the-brake-system-works.html) (last visited Dec. 16, 2024).

28 <sup>10</sup> *Id.*

1        35. More specifically, when a brake pedal is depressed by the vehicle  
2 operator, the pressure first flows to the brake booster, which then applies amplified  
3 force by way of a pushrod to the master cylinder, which is located in the engine  
4 compartment of a vehicle.<sup>11</sup>

5        36. As illustrated below, the master cylinder then directs fluid to each of  
6 the four wheels through metal tubes and braided hoses.<sup>12</sup> The fluid travels to the  
7 slave cylinders at each wheel and fills them, forcing the pistons out to apply the  
8 brakes.<sup>13</sup>



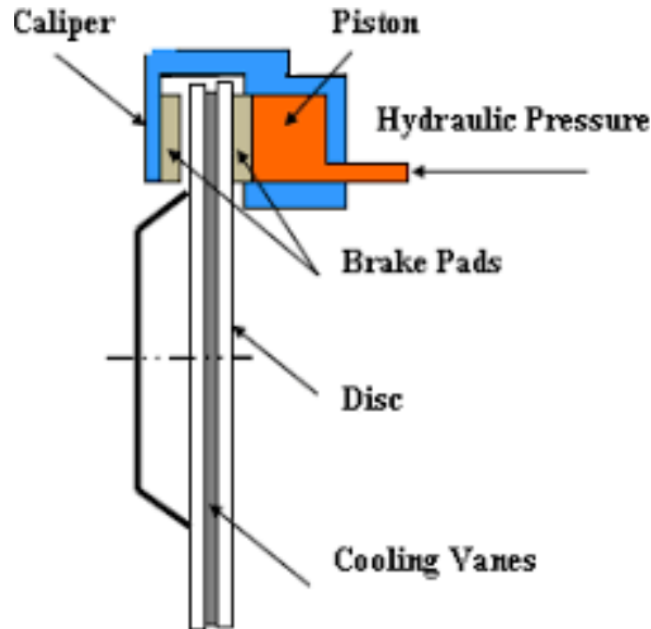
19        37. A disc brake has a disk that turns the wheel, and the disk is straddled by  
20 a caliper, in which there are slave pistons that are operated by way of pressure from  
21

23 <sup>11</sup> *How the Brake System Works, supra*; *Get to Know the Essential Parts of Your*  
24 *Braking System*, Firestone Complete Auto Care, (June 1, 2022),  
25 <https://www.firestonecompleteautocare.com/blog/brakes/parts-of-the-braking-system/>.

26 <sup>12</sup> *How the Brake System Works, supra*.

27 <sup>13</sup> *How the Braking System Works*, How A Car Works,  
28 <https://www.howacarworks.com/basics/how-the-braking-system-works> (last  
visited Dec. 16, 2024).

the master cylinder.<sup>14</sup> The pistons press on friction pads that clamp against the disc from each side to slow or stop the vehicle, as illustrated below:



### ***The Defective Brakes and Braking Systems in the Telluride***

38. The Class Vehicles are equipped with defective brakes or braking systems.

39. Plaintiffs' investigation is ongoing, and the root cause of the Defect will be honed and pin-pointed through discovery in this litigation, but Plaintiffs' investigation to date suggests, and they thus allege, that the Defect originates in the master cylinder within the braking system, and may be involve air, impediments, or a blockage in the brake lines, or otherwise an issue with hydraulic fluid transmission.

40. Brake failure in automobiles is unacceptable. It presents a severe safety issue that can cause collisions leading to serious injury or death. Clearly, the Defect presents a safety concern, and though numerous consumers have complained about it and brought their Vehicles to Kia to address the Defect, Kia has failed to adequately address the Defect, including failing to issue a recall.

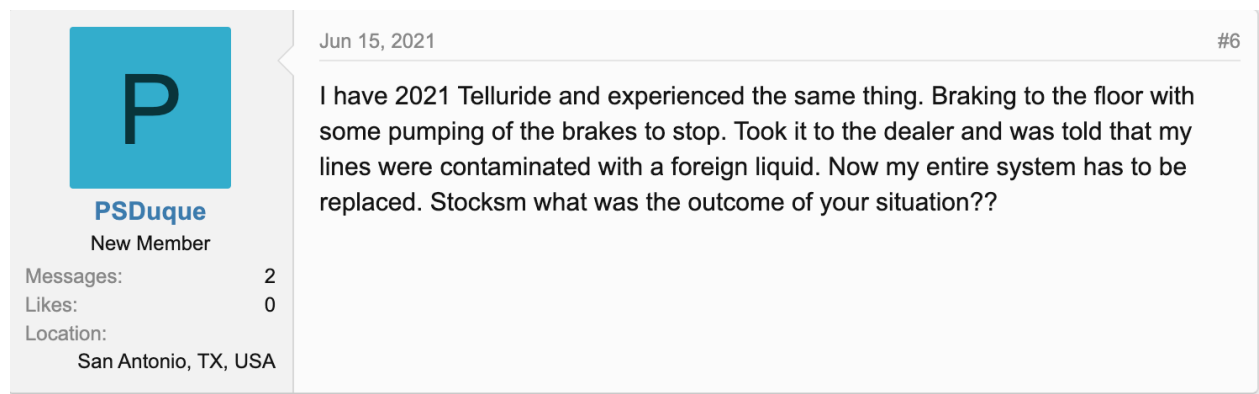
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<sup>14</sup> *Id.*

1 41. The internet is replete with complaints from Class Vehicle owners and  
2 lessees who, like Plaintiffs, have experienced the unsafe Defect and resultant  
3 malfunctioning or failing brakes. Kia did not repair or otherwise correct the Defect  
4 in the Vehicles to permit Plaintiffs or class members to safely continue driving their  
5 Vehicles without risk of their brakes failing.

6 42. Numerous online message board discussions and complaints highlight  
7 the dangers posed by the Defect. A sampling of these are below:

8 (Complaints from Kia Telluride Forum)<sup>15</sup>



<sup>15</sup>, *Brakes Failing*, Kia Telluride Technical Forums (various users), <https://www.kiatelluride.org/threads/brakes-failing.1653/> (last visited Dec. 17, 2024).

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**SP123**

New Member

Messages: 1

Likes: 0

Location:  
Avon Lake, OH, USA

Sep 23, 2021

#7

I had a similar incident with my 4-month old 2021 Telluride AWD w/ ~3,400 miles. While pulling the Telluride AWD into the garage, the brake pedal suddenly and without warning lost pressure, went limp and dropped to the floorboard. We could not stop the vehicle and crashed into the interior of the garage. The Telluride stopped after ramming into the foundation of the house at which point we could put it in park and brake functionality returned. It was a very frightening experience resulting in damage to the Telluride AWD, my home and personal property. My home surveillance captured the moment and the video is posted on YouTube:



#### Attachments



Unknown-1.jpeg

1.9 MB

Views: 19



red

New Member

Messages: 3

Likes: 0

Location:  
Fort Worth, TX, USA

May 3, 2022

#9

My wife recently experienced this extremely dangerous brake problem in our 2020 Telluride.

She was coming to a stop light and was able to slow to about 3-5 mph and when trying to come to a complete stop—well before she got near the other vehicle (which was a semi truck)—her brake was a wet noodle with no response. She was far enough away from the semi where she had enough time to try throwing it in neutral, reverse, and park while moving (because she was pumping the brake all the way up and down) and nothing happened. She eventually hit the semi's trailer. Three of my kids (16/15/8) were in the car and they witnessed the whole thing. Thankfully no one was injured. I immediately took her my truck and I slow crawled to Moritz Kia of Alliance Texas. I explained the issue and tried to share this thread with them and they had no interest in looking at it. They have had it for roughly 3 weeks and say it has no issues and is ready for pickup. I told them I have no interest in picking it up until this issue is fixed, given it's a life/death problem. I'd be a fool to put my wife and kids back in that vehicle!

Anyway, can one of you please tell me:

1. What your local dealer did to fix your brake problem?
2. Which specific Kia dealership fixed your issue so I can reach out to them?

Also if any of you have other ideas, I'd appreciate it. Thanks guys.





**flenzy**

New Member

Messages: 5  
Likes: 1  
Location: Newberg, Oregon

Apr 28, 2023

#13

red said: 🗨️

I did everything I could to prove/convince them this happened and they said they tested everything, drove it many times, and even consulted with Kia HQ engineers about it. They maintained that everything was fine. So I told them I'm not picking it up until I was done arguing with Kia HQ about it. My HQ rep was very hard to get a hold of and they were useless and pretty much just told me to pursue Texas' lemon laws. After about 2-3 months of this ordeal (with my Telluride still in the back of their lot because I wouldn't pick it up), I filled out a form on their site to see what their online sales dept would offer me for it. There's no way I was putting my wife's car in a SLIV and there's no way I could sell

[Click to expand...](#)

Lordy, lordy. Believe it or not, it sounds as if you had better customer care than I did here in Oregon (at Ron Tonkin Kia of Ron Tonkin Auto Group.) Had this exact problem and got the absolutely rudest and dismissive 'service' there multiple times, trying to gaslight me (an older female) about there being no problem at all - 'it's normal', 'it's the way you must drive', etc. My Kia went from being this amazing car I'd had for a year and a half to a car I didn't trust at all. I fully suspect they are trying to avoid any possibility of a class action lawsuit and have to do a recall, therefore acting as if nothing is wrong at all. I am astounded at Kia's behavior regarding this, as my car has slid into a worktruck, had to hit a curb to stop it, and slid through two stop signs. I am so tempted to get legal advice regarding this issue. I've never in my life been treated like this by any company and I find it surprising. I would never buy a Kia again based on their treatment over the past few weeks. I just know that they know they've got a problem here with the Telluride. I've talked to groups of friends and anyone admiring the car and say "it's great, until it's not, and then good luck." I'm so sorry you and your wife had to deal with this. I'd never advise a woman to get this car nor deal with this dealership. They had absolutely zero concern for my safety nor that of my passengers. Does Kia seriously not read their own owners' forum nor care?



**Kalamity**

New Member

Messages: 1  
Likes: 0  
Location: 48036

Sep 21, 2023

#14

2022 S, tried to park the other day and the brake pedal sunk to the floor. Took about 10 seconds before it "woke up" again and I could stop. Dealer I took it to today treated me like an absolute idiot, telling me it is wear and tear on the vehicle, etc. considering selling it back after that experience today. They can't replicate the problem so nothing is wrong, apparently. Not sure what to do at this point besides sell it back, I don't feel like risking that happening on the highway.



**flenzy**

New Member

Messages: 5  
Likes: 1  
Location: Newberg, Oregon

Sep 22, 2023

#15

I am positive that Kia is aware of this problem and is trying to gaslight owners into thinking they are imagining such a dangerous situation. They always said to me that they couldn't replicate the problem (which was frequent, although intermittent.) The Kia dealership I dealt with was horrid and finally they replaced a light (?) It was something that was recalled and I can't think of what it was. After they did that, the Telluride suddenly was driving perfectly and had its power back and the brakes have been fine since. Kia is fully aware of this and I'll bet don't want a class action lawsuit or similiar.



**Kcam311**

New Member

Messages: 1  
Likes: 0  
Location: 11741

Jan 14, 2024

#16

I just had the same issue this week. I had my infant in the car with me too. I was driving the streets in my neighborhood and after several minutes of driving without incidents all the sudden my brakes wouldn't work. I couldn't stop as I approached a stop sign and rolled right through an intersection. I couldn't stop Till I was well on the other side of the intersection. Thank God no one was coming through the cross streets at the time or I would've been nailed with my infant in the car. I'm having the exact same horrible experience with the dealership. They are telling me now that there are no lights on my dashboard anymore and they drove my car and it is absolutely fine. they're crazy. Trying to get me to come and pick the car back up with how dangerous this is. I read that so many people here weren't accidents because of it. Thank God we were OK. They literally tried to get me to pick the vehicle up when they didn't even inspect the brakes or run any codes. And I don't know how, but all of the dashboard lights that came on right after it happened or miraculously off. Good thing I took a photo of them. This is really scary but this is happening repeatedly and there is no recall. It's unbelievable that the dealership is pretending that we are crazy and trying to get us to take really dangerous vehicles back. I seriously don't know what to do.



**Texmexkent**

New Member

Messages: 1  
Likes: 0  
Location: Louisville

Oct 2, 2024


#23

Our 2022 Telluride AWD brakes will drop out n reset while trying to stop. Took it to KIA in Louisville to look it over. Telluride has been there for 7 weeks now n still no answer. Was told the transportation board took over the inspection of the vehicle. Have a case number from KIA manufacturer in Irving, California. As for now nobody can drive it till it's released. KIA's not calling it a recall yet. Giving it two more weeks then Lawyering up. Nobody has no clue what causes this issue. Anyone have their Telluride pay back yet from the manufacture?

Sent from my iPhone using Tapatalk



(From Telluride Forum)<sup>16</sup>



**Old Man**  
New member  
Joined: Jan 15, 2024  
Messages: 4  
Reaction score: 1  
Points: 1

Jan 15, 2024

I leased a 2024 Kia Telluride 30DEC2023. I now have 630 miles on it and have a brake problem. When I stop at a stop light and have to wait my brake pedal will begin to creep and the car will begin to ease forward, I will push down on the brake pedal and the process will start again until the pedal no longer goes down. I will do a quick pump of the brakes and the process will start again. I suspect I have a problem with the master cylinder bypassing. I called Kia and had the car transported to the dealership. They did a scan and could find no leaks. They ran a smart check and it showed no codes. They called and told me to pick up the car as it had no problems. I pick up the car and had the same problems on the way home. When I reached home safely I put the car in park and put the parking brake on. With the engine running I then pushed on the brake pedal. The pedal slowly went all the way down. I repeated the process again. I am now not driving the car as I feel it could be dangerous. I intend to check with the dealership this week after our bad weather clears up. Any suggestions on how to proceed?

Thank you  
Old Man

[Reply](#)

👍 FeGee3

(From Reddit)<sup>17</sup>



**r/KiaTelluride** • 2 yr. ago  
VariousDistance

## 2023 EX Telluride - "Brake Feel"

Greetings to all.

I have a '23 Telluride we picked up on 1/3/23 with 2,061 miles on it now. When applying the brakes I feel the urge to "pump them up" as I'm coming to a stop. Maybe you've driven an OLD car/truck and remember the sensation?

I have no indications of an issue from the vehicle sensors, just the sensation the pedal continues to move as I press it. Once stopped, there is no more movement. I intend to mention it at my first service.

Has anyone else with a similar sensation? Any known/possible issues experienced?

 4 

 14



 Share

<sup>16</sup> Telluride Forums, *New Owner Having a Problem with Brakes*, (various users) <https://tellurideforum.org/threads/new-owner-having-a-problem-with-brakes.15144/> (last visited Dec. 17, 2024).

<sup>17</sup> u/VariousDistance, *2023 EX Telluride – "Brake Feel."* REDDIT, [https://www.reddit.com/r/KiaTelluride/comments/11a3kxn/2023\\_ex\\_telluride\\_brake\\_feel/](https://www.reddit.com/r/KiaTelluride/comments/11a3kxn/2023_ex_telluride_brake_feel/) (last visited Dec. 17, 2024).

43. The following are some examples of complaints from owners and lessees of the Vehicles concerning the Defect available through NHTSA's website<sup>18</sup>:

February 5, 2024 NHTSA ID NUMBER: 11570087



**Components: SERVICE BRAKES, FORWARD COLLISION AVOIDANCE**

**NHTSA ID Number:** 11570087

**Incident Date** December 1, 2023

**Consumer Location** CINCINNATI, OH

**Vehicle Identification Number** 5XYP5DHCXMG\*\*\*\*

**Summary of Complaint**

CRASH	Yes	There were 2 lanes going in the same direction and I was on the right. The road was turning to the right and ended up hitting a car in the lane on the right. Road conditions were wet but no puddling. I depressed the brake pedal to reduce my speed for the turn, but and I kept going as if I hadn't hit it at all. By moving from the right to the left lane, the car was going up a slight bank. There was no skidding, no rumbling from the anti-lock, just a steady forward motion. I was so caught off guard with this unusual movement of the car that I thought my brakes had locked, so I didn't bother try turning the wheel.
FIRE	No	
INJURIES	0	
DEATHS	0	

<sup>18</sup> See, e.g., NHTSA, <https://www.nhtsa.gov/recalls> (last visited Dec. 17, 2024).

April 3, 2023 NHTSA ID NUMBER: 11515156



## Components: SERVICE BRAKES, FORWARD COLLISION AVOIDANCE

NHTSA ID Number: 11515156

Incident Date March 12, 2023

Consumer Location HAVERTOWN, PA

Vehicle Identification Number 5XYP5DHC9MG\*\*\*\*

### Summary of Complaint

CRASH	Yes	While driving in a parking garage and going down a ramp to the next level, all of the lights on my dashboard popped on and the brakes stopped working. The emergency brakes failed to work, and we crashed into a wall/air conditioning unit. Luckily, we were going slow since we were in a parking garage and did not hit another car, but if we were on a highway and/ my entire family were in the car, someone could have died not only in my car but in other cars. The vehicle has been inspected by the dealership, but only after 3 weeks, and I've had to call to get any sort of communication from Kia. They have been horrible with communication. They also have not offered guaranteed reimbursement for a rental car nor have they offered a loaner. Insurance has inspected the car from a collision perspective and gave a quote on the damages. There were warning lights on as we were going down the ramp when the brakes went out.
FIRE	No	
INJURIES	0	
DEATHS	0	

September 30, 2022 NHTSA ID NUMBER: 11487334



**Components: SERVICE BRAKES**

NHTSA ID Number: 11487334

Incident Date September 15, 2022

Consumer Location COATESVILLE, PA

Vehicle Identification Number 5XYP54HCXMG\*\*\*\*

**Summary of Complaint**

CRASH	No	While applying the brake at an approaching Stop sign the brake pedal was completely depress and the vehicle continued to roll forward into the intersection. This happened twice in a week. Kia dealer assessed the vehicle on two occasions and was unable to find a fault. This could very well cause a major crash and impact the Safety of myself, my family and others on the roadway.
FIRE	No	
INJURIES	0	
DEATHS	0	

September 17, 2021 NHTSA ID NUMBER: 11433328



**Components: SERVICE BRAKES**

NHTSA ID Number: 11433328

Incident Date September 11, 2021

Consumer Location AVON LAKE, OH

Vehicle Identification Number 5xyp5dhc7mg\*\*\*\*

**Summary of Complaint**

CRASH	Yes	The brakes on my 2021 Kia Telluride failed while pulling into my side entry garage. The Telluride's brakes went limp, losing pressure and dropped to the floorboard. The Telluride crashed into the interior of the garage, coming to a complete stop after slamming into the foundation of the house. Once stopped, the Telluride could be put in park and braking was restored. Home surveillance captured the event and it is available for viewing at: <a href="https://youtu.be/AdJ6tXyK57k">https://youtu.be/AdJ6tXyK57k</a>
FIRE	No	
INJURIES	0	
DEATHS	0	

June 19, 2023 NHTSA ID NUMBER: 11527744



## Components: STEERING, ELECTRICAL SYSTEM, SERVICE BRAKES

NHTSA ID Number: 11527744

Incident Date June 19, 2023

Consumer Location EATON, CO

Vehicle Identification Number 5XYP5DHC4NG\*\*\*\*

### Summary of Complaint

CRASH	No	Backed out of my driveway went about 100 yards down the street to make a left turn. I pushed on the brake and every possible warning went off. ABS light, traction control, collision warning, error messages kept coming on. The brake pedal went to the floor. I continued to pump the brakes. Tried to put the transmission into manual mode and downshift. That didn't slow us down. Still continued to pump the brakes. Had to make a right turn or jump the curb into a park. The steering was hard to turn. Pulled the adaptive electric parking brake. Nothing. We were going slightly down hill so had a little speed, but the car came to a rest and the brakes worked. All the other warning lights and error messages kept going off. Turned off the car and started it again. Drove home and it has set there for 3 days. The dealership is always closed on the weekends. I have lost complete trust in this vehicle and in the manufacture.
FIRE	No	
INJURIES	0	
DEATHS	0	

February 17, 2023 NHTSA ID NUMBER: 11507884



## Components: SERVICE BRAKES

**NHTSA ID Number:** 11507884

**Incident Date** January 31, 2023

**Consumer Location** VISALIA, CA

**Vehicle Identification Number** 5XYP2DHC0NG\*\*\*\*

### Summary of Complaint

CRASH	Yes	<p>The contact owns a 2022 Kia Telluride. The contact stated while driving 3-5MPH and making a left turn, the brake pedal was depressed but bounced back immediately and failed to respond. The traction control, the Auto Hold feature, and the forward collision avoidance warning lights were illuminated. The message "Forward Collision Sensor" was displayed. The contact depressed the brake pedal for a second time but the failure persisted, causing the vehicle to hit the rear of another vehicle. The contact stated it was a fender-bender. The air bags did not deploy. The contact did not sustain any injuries. The contact was unsure whether the occupants of the other vehicle sustained injuries. There was no police report filed. The contact was able to drive to his nearby residence. The vehicle was towed to the dealer, where it was diagnosed that no issues were found. The manufacturer was notified of the failure and informed the contact that they would send an investigation team to investigate the failure. However, the investigation team investigated the failure remotely. The dealer later informed the contact that the rear wheel speed sensor needed to be replaced. The vehicle was not repaired. The failure mileage was approximately 30,000.</p>
FIRE	No	
INJURIES	0	
DEATHS	0	

February 18, 2024 NHTSA ID NUMBER: 11572624



**Components: ELECTRICAL SYSTEM, VEHICLE SPEED CONTROL, SERVICE BRAKES**

**NHTSA ID Number:** 11572624

**Incident Date** February 16, 2024

**Consumer Location** NEWTON FALLS, OH

**Vehicle Identification Number** 5XYP6DGC4PG\*\*\*\*

**Summary of Complaint**

CRASH	No	Snow Mode caused the vehicles accelerator and brakes to be unresponsive after stopping to turn. Kia could not duplicate the issue through service inspection and test drive. Since no alerts or sensors were tripped they ignore the safety concern. This major safety issue is is very very common problem among Telluride owners. A simple google search will reveal hundreds of complaints. Note: A child was in the vehicle and this occurrence happened along an interstate with poor visibility and snowy road conditions.
FIRE	No	
INJURIES	0	
DEATHS	0	



December 9, 2024 NHTSA ID NUMBER: 11629649



## Components: SERVICE BRAKES

NHTSA ID Number: 11629649

Incident Date December 5, 2024

Consumer Location OLATHE, KS

Vehicle Identification Number 5XYP5DGC7RG\*\*\*\*

### Summary of Complaint

CRASH	No	The Brakes on this car had a failure. As the car was approaching a stop, the pedal went to the floor without any notable slowing of the vehicle. Fortunately, there was not a car immediately in front my Telluride or approaching from the side, so there was no impact. The car was then towed to the Robert Brogden Olathe, Kia and inspected. They reported that the ABS light was on and that their was air in the brake line. Using a manual bleeding procedure, the air was removed, but they have not found how their air got into the line during the last mile. Obviously, Root Cause for the air getting into the sealed system must be identified for this car to be considered safe to drive. We took delivery of this vehicle on [XXX] with fewer than 50 miles on the odometer and it was inspected and tested for 100% of all systems fully operational. During the first 700+ miles, the brakes worked perfectly. Kia Service ticket it [XXX]. Kia Customer Service Case Number [XXX]. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)
FIRE	No	
INJURIES	0	
DEATHS	0	



February 14, 2024 NHTSA ID NUMBER: 11571912



**Components: SERVICE BRAKES**

**NHTSA ID Number:** 11571912

**Incident Date** January 11, 2024

**Consumer Location** CORPUS CHRISTI, TX

**Vehicle Identification Number** 5XYP3DGC3RG\*\*\*\*

**Summary of Complaint**

CRASH	No	VEHICLE has 650 miles now. It was leased from Kia. I noticed the brakes fading when at a long stop light or stop sign. Vehicle would start to roll/creep forward and brake pedal would drop slightly. The longer the stop light the more this would happen. When this happened as I was parking I left the vehicle and called the Kia help number and had the vehicle transported to Kia dealership. This was 10JAN2024. The dealership notified me that the could find no problem. I picked the vehicle up and drove home. The same problem occurred and I had the vehicle transported to the dealership. They replaced the brake master cylinder and ABS module. They notified me it was repaired. When I check the brakes the pedal still slowly went down. I refused to take the vehicle and left it at the dealership. The vehicle had been at the dealership for over 30 days before they notified me it was repaired.
FIRE	No	
INJURIES	0	
DEATHS	0	

***Kia Had Exclusive Knowledge that the Brakes or Braking Systems in the Vehicles are Defective***

44. At the same time Kia was selling the Class Vehicles to the car-buying public, Kia was aware of the problems with Class Vehicles' brakes, both from the internal validation and testing that Kia performed and from its past experience and expertise.

45. Kia requires that each Vehicle component is tested for durability and functionality before mass production. Kia employs several teams of engineers whose work is focused on testing the functionality of the brakes in the Vehicles (including the master cylinder and hydraulic functionality), including testing on the completed vehicle, bench testing, road or simulation testing, validation test technicians, and reliability test engineers responsible for guaranteeing full vehicle and component performance for durability and functionality requirements.

46. As part of Kia's pre-sale testing, it performs road and stress tests on the brakes in its vehicles over certain and set durations. Kia's testing replicates actual consumer use of the Vehicles and the brakes in the Class Vehicles and would have revealed to Kia that the Vehicles contain the Defect that, when the brakes fail, cause the windows in the Vehicles to function intermittently or become inoperable, posing a serious safety hazard.

47. Federal regulations require automobile manufacturers to build vehicles that comply with the Federal Motor Vehicle Safety Standards (49 C.F.R. § 571). The existence of these standards necessarily requires Kia to extensively test its vehicles prior to selling them. During the course of these and other quality validation testing conducted by its engineers prior to their sale, Kia became aware of the Defect.

48. Kia was also aware of the Defect based upon the raft of negative consumer responses and reactions about the Class Vehicles, which in addition to its pre-sale testing, supports an inference of knowledge—yet it continued to sell and lease the Vehicles with the Defect.

1        49. Kia closely reviews Kia and Kia-related automobile message boards,  
2 consumer websites, complaints on the NHTSA website, and other websites and  
3 sources relating to its vehicles and defects, complaints, or other issues pertaining to  
4 the Kia's vehicles, including the Class Vehicles. It specifically pays considerable  
5 attention to brake or braking issues in its automobiles, as properly functioning brakes  
6 and braking systems are critical safety components.

7        50. Kia specifically monitors customers' complaints made to NHTSA.  
8 Federal law requires automakers like Kia to be in close contact with NHTSA  
9 regarding potential automobile defects, including imposing a legal requirement  
10 (backed by criminal penalties) compelling the confidential disclosure of defects and  
11 related data by automakers to NHTSA, including field reports, customer complaints,  
12 and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat.1800 (2000).

13        51. Automakers have a legal obligation to identify and report emerging  
14 safety-related defects to NHTSA under the Early Warning Report requirements. *Id.*  
15 Similarly, automakers monitor NHTSA databases for consumer complaints  
16 regarding their automobiles as part of its ongoing obligation to identify potential  
17 defects in their vehicles, including safety-related defects. *Id.* Thus, Kia knew or  
18 should have known of the complaints about the Defect logged by NHTSA Office of  
19 Defect Investigation (ODI), and the content, consistency, and number of those  
20 complaints alerted, or should have alerted, Kia to the Defect.

21        52. Kia had knowledge, or should have known, about the Defect from all  
22 of these sources, yet it has done nothing to remedy the Defect; continued to sell Class  
23 Vehicles with a known safety issue; declined to issue a recall while, on information  
24 and belief, engaging in secret warranty-like practices and buying back Vehicles from  
25 consumers, or otherwise taking consumers out of their Vehicle loans or leases; and  
26 has sat on its hands as Kia dealerships charge class members large sums of money  
27 when class members present their Vehicles for repair of the Defect after it inevitably  
28 manifests to diagnose it.

1        53. Kia had knowledge that its omissions regarding the safety and  
2 performance of the Vehicle were misleading, yet it continued to make the same  
3 omissions regarding the Vehicles to Plaintiffs and members of the proposed classes,  
4 despite the fact that Kia knew that the Vehicles were defective.

5        54. To date, Kia has failed to remedy the Defect and continued to sell the  
6 Class Vehicles despite its knowledge of the Defect.

7        55. To date, Kia has not demonstrated that it is capable of providing an  
8 adequate repair for the Defect, and Plaintiffs and class members do not know  
9 whether Kia is capable of providing a repair for the Defect. As such, and without the  
10 benefit of discovery, it is for all practical purposes impossible to know at this time  
11 whether a remedy at law or in equity will provide the appropriate full relief for  
12 Plaintiffs and class members. As a result, Plaintiffs, at this stage of the litigation,  
13 seek both restitution and a remedy at law, where the claims so permit. Further,  
14 Plaintiffs seek an injunction enjoining Kia and its agents, servants, and employees,  
15 and all persons acting under, in concert with, or for it from selling or leasing Class  
16 Vehicles without notice that they are subject to the Defect, which cannot be repaired,  
17 and that this remains the situation.

18 **THE LIMITED REMEDIES' FAILURE OF THEIR ESSENTIAL PURPOSE**

19        56. Given the inherently defective nature of the Vehicles and their  
20 propensity to malfunction (or continue to malfunction) and require repair, and given  
21 Kia's inability to repair the Defect and its non-disclosure and affirmative  
22 concealment of these facts, enforcement of the unilaterally imposed durational and  
23 damage limits of the express warranty would so oppress and surprise Plaintiffs and  
24 class members as to render these durational and damage limits unconscionable, and  
25 hence unenforceable.

26        57. Under the applicable warranty, Plaintiffs and class members are entitled  
27 to the repair and replacement of defective parts. However, because the Defect  
28 persists after any repairs and replacements authorized by Defendant are made, and

1 because Defendant knew that these actions were insufficient to cure the Defect,  
2 Plaintiffs and class members are left without any remedy under a warranty to correct  
3 the Defect. Indeed, Defendant has had numerous opportunities to correct the Defect  
4 but has failed to do so.

5 58. When class members present their Vehicles for a Defect-related repair,  
6 Kia is unable to remedy the Defect. Continued presentment of Vehicles by Plaintiffs  
7 and class members to Kia in hopes of a repair or remedy would thus be futile. Simply  
8 put, Defendant's express warranty fails its essential purpose, so that class members  
9 are without the benefit of their primary bargain—reliable and operational Vehicles  
10 that are safe and free of material defects.

11 59. The warranty service provided at Kia's dealerships and Kia's other  
12 agents' facilities failed to fix the problems with the Vehicles. As a result of  
13 Defendant's failure to properly or adequately repair the Defect, Plaintiffs suffered  
14 direct and reasonably foreseeable incidental damages and did not have the benefit of  
15 a safe and reliable Vehicle.

16 **TOLLING OF THE STATUTE OF LIMITATIONS AND ESTOPPEL**

17 60. Any applicable statute of limitations has been tolled by Defendant's  
18 knowing and active concealment of the Defect and misrepresentations and omissions  
19 alleged herein. Through no fault or lack of diligence, Plaintiffs and members of the  
20 class were deceived regarding the Class Vehicles and could not reasonably discover  
21 the Defect or Defendant's deception with respect to the Defect.

22 61. Plaintiffs and class members did not discover and did not know of any  
23 facts that would have caused a reasonable person to suspect that the Defendant was  
24 concealing a defect and/or the Class Vehicles contained the Defect and the  
25 corresponding safety risk. As alleged herein, the existence of the Defect was material  
26 to Plaintiffs and members of the Class at all relevant times. Within the time period  
27 of any applicable statutes of limitations, Plaintiffs and members of the Class could  
28

1 not have discovered—through the exercise of reasonable diligence—the existence  
2 of the Defect or that the Defendant was concealing the Defect.

3 62. At all times, Defendant is and was under a continuous duty to disclose  
4 to Plaintiffs and class members the true standard, quality, and grade of the Class  
5 Vehicles and to disclose the Defect and corresponding safety risk due to their  
6 exclusive and superior knowledge of the existence and extent of the Defect in  
7 Class Vehicles.

8 63. Defendant knowingly, actively, and affirmatively concealed the facts  
9 alleged herein, and the Defect itself. Plaintiffs and class members reasonably relied  
10 on Defendant’s knowing, active, and affirmative concealment.

11 64. For these reasons, all applicable statutes of limitation have been tolled  
12 based on the discovery rule and Defendant’s fraudulent concealment, and Defendant  
13 is estopped from relying on any statutes of limitations.

14 **CLASS ACTION ALLEGATIONS**

15 65. Plaintiffs, individually and as a class action on behalf of similarly  
16 situated purchasers and lessees of the Vehicles pursuant to Federal Rule of Civil  
17 Procedure 23(b)(2) and (3), seek to represent the following class:

18 **Nationwide Class**

19 All owners and lessees of Kia’s model year 2020-2024 Telluride  
20 automobiles purchased or leased in the United States and its  
territories.

21 66. In the alternative, Plaintiffs seek to represent the following state  
22 classes:

23 **Kansas Class**

24 All owners and lessees of Kia’s model year 2020-2024 Telluride  
automobiles purchased or leased in the state of Kansas.

25 **Texas Class**

26 All owners and lessees of Kia’s model year 2020-2024 Telluride  
27 automobiles purchased or leased in the state of Texas.  
28

1        67. Excluded from these classes are Defendant, as well as Defendant's  
2 affiliates, employees, officers and directors, and the Judge to whom this case is  
3 assigned. Plaintiffs reserve the right to amend the definition of the classes if  
4 discovery and/or further investigation reveal that the classes should be expanded or  
5 otherwise modified.

6        68. Certification of Plaintiffs' claims for class-wide treatment is  
7 appropriate because Plaintiffs can prove the elements of their claims on a class-wide  
8 basis using the same evidence as would be used to prove those elements in individual  
9 actions alleging the same claims.

10        69. **Numerosity:** The members of the Class are so numerous that joinder  
11 of all class members in a single proceeding would be impracticable. While the exact  
12 number and identities of individual members of the class is unknown at this time,  
13 such information being in the sole possession of Kia and obtainable by Plaintiffs  
14 only through the discovery process, Plaintiffs believe, and on that basis allege that  
15 tens of thousands of Vehicles have been sold and leased in the United States.

16        70. **Existence/Predominance of Common Questions of Fact and Law:**  
17 Common questions of law and fact exist as to all class members and predominate  
18 over questions affecting only individual class members. Such common questions of  
19 law or fact include, *inter alia*:

- 20            a. whether Kia engaged in the conduct alleged herein;
- 21            b. whether Kia omitted and misrepresented material facts to  
22 purchasers and lessees of Class Vehicles;
- 23            c. whether Kia's omissions and misrepresentations regarding the  
24 Class Vehicles were likely to mislead a reasonable consumer;
- 25            d. whether Kia breached warranties with Plaintiffs and the other  
26 class members—including the implied warranty of  
27 merchantability—when it produced, distributed, and sold the  
28 Class Vehicles;



- e. whether Plaintiffs' and other class members' Vehicles were worth less than as represented as a result of the Defect and conduct alleged herein;
- f. whether Plaintiffs and the other class members have been damaged and, if so, the extent of such damages; and
- g. whether Plaintiffs and the other class members are entitled to equitable relief, including but not limited to, restitution and injunctive relief.

71. Kia engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs individually and on behalf of the other class members. Similar or identical statutory and common law violations, business practices, and injuries are involved. Individual questions, if any, are substantially overcome, in both quality and quantity, by the numerous common questions that dominate this action.

72. **Typicality**: Plaintiffs' claims are typical of the claims of the other class members because, among other things, Plaintiffs and the other class members were injured through the substantially uniform misconduct described above. As with Plaintiffs, class members also purchased or leased a Class Vehicle containing the Defect. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all other class members, and no defense is available to Kia that is unique to Plaintiffs. The same events giving rise to Plaintiffs' claims for relief are identical to those giving rise to the claims of all class members. Plaintiffs and all class members sustained monetary and economic injuries including, but not limited to, ascertainable losses arising out of Kia's wrongful conduct in selling/leasing and failing to remedy the Class Vehicles.

73. **Adequacy**: Plaintiffs are adequate class representatives because they will fairly represent the interests of the class. Plaintiffs have retained counsel with substantial experience in prosecuting consumer class actions, including consumer



1 fraud and automobile defect class action cases. Plaintiffs and their counsel are  
2 committed to prosecuting this action vigorously on behalf of the class they seek to  
3 represent and have the resources to do so. Plaintiffs nor their counsel have any  
4 interest adverse or antagonistic to those of the class.

5 74. **Superiority:** A class action is superior to any other available means for  
6 the fair and efficient adjudication of this controversy, and no unusual difficulties are  
7 likely to be encountered in the management of this class action. The damages or  
8 other detriment suffered by Plaintiffs and the other class members are relatively  
9 small compared to the burden and expense that would be required to individually  
10 litigate their claims against Kia, so it would be impracticable for class members to  
11 individually seek redress for Kia's wrongful conduct. Even if class members could  
12 afford individual litigation, the court system should not be required to undertake  
13 such an unnecessary burden. Individualized litigation would also create a potential  
14 for inconsistent or contradictory judgments and increase the delay and expense to all  
15 parties and the court system. By contrast, the class action device presents no  
16 significant management difficulties, if any, and provides the benefits of single  
17 adjudication, economy of scale, and comprehensive supervision by a single court.

18 75. Defendant has acted and refused to act on grounds generally applicable  
19 to the Classes, making appropriate final injunctive relief with respect to the Classes  
20 as a whole.

21 76. Upon information and belief, class members can be readily identified  
22 and notified based upon, *inter alia*, the records (including databases, e-mails,  
23 dealership records and files, etc.) Kia maintains regarding its sales and leases of  
24 Class Vehicles.

25 77. Unless the classes are certified, Defendant will improperly retain  
26 monies that they received from Plaintiffs and members of the classes as a result of  
27 its conduct. Unless Defendant is required to change its conduct, it will continue to  
28

1 commit the violations and acts alleged herein and the members of the class and the  
2 general public will continue to be misled and harmed.

3 **CAUSES OF ACTION**

4 **COUNT I**

5 **Breach of the Implied Warranty of Merchantability**  
6 **(On Behalf of the Nationwide Class or,**  
7 **in the alternative, the Kansas and Texas Classes)**

7 78. Plaintiffs reallege and incorporate by reference the preceding  
8 paragraphs as if fully set forth herein.

9 79. Plaintiffs Raymond and O'Brien bring this claim on behalf of the  
10 Nationwide Class or, in the alternative, under the laws of the states where they  
11 purchased or leased their Vehicles.

12 80. Defendant is and was at all relevant times a merchant with respect to  
13 the Vehicles, and manufactured, distributed, warranted, and sold the Vehicles.

14 81. A warranty that the Vehicles were in merchantable condition and fit for  
15 the ordinary purposes for which they were sold is implied by law.

16 82. Plaintiffs and the other class members purchased the Vehicles  
17 manufactured and sold by Defendant in consumer transactions.

18 83. The Vehicles, when sold and at all times thereafter, were not in  
19 merchantable condition, and the brakes and/or brake systems were not in  
20 merchantable condition and were not fit for the ordinary purpose for which cars are  
21 used. The Vehicles left Defendant's possession and control with the Defect that  
22 rendered them at all times thereafter unmerchantable, unfit for ordinary use, unsafe,  
23 and a threat to safety.

24 84. Kia knew before the time of sale to Plaintiffs and the other class  
25 members, or earlier, that the Vehicles were produced with defective brakes or brake  
26 systems that are unfit for ordinary use, that rendered the Vehicles unfit for their  
27 ordinary purposes, and that posed a serious safety threat to drivers, passengers, and  
28

1 everyone else sharing the road with the Vehicles. This knowledge was based on  
2 Defendant's own industry standard internal validation of its vehicles prior to  
3 launching new models, internal testing, knowledge about and familiarity with the  
4 power window systems included in the Vehicles, history of similar problems with  
5 similar automatic windows malfunctioning or failing in prior models, and  
6 complaints by consumers and third parties.

7 85. The existence and ubiquity of the Defect is illustrated by the numerous  
8 publicized consumer complaints, disputes, and failed remedial measures nationwide.

9 86. Despite Plaintiffs' and the other class members' normal, ordinary, and  
10 intended uses, maintenance, and upkeep, the brakes or brake systems in the Vehicles  
11 experienced and continue to experience the Defect and premature failure.

12 87. The brakes and brake systems in the Vehicles and the Vehicles  
13 themselves are, and at all times and were, not of fair or average quality, and would  
14 not pass without objection.

15 88. All conditions precedent have occurred or been performed.

16 89. Plaintiffs and class members have used their Vehicles in a manner  
17 consistent with the Vehicles' intended use, and have performed each and every duty  
18 required under Kia's warranty, including presentment, except as may have been  
19 excused or prevented by the conduct of Defendant or by operation of law in light of  
20 Defendant's unconscionable conduct described throughout this Complaint.

21 90. Defendant received timely notice regarding the problems at issue in this  
22 litigation and, notwithstanding such notice, has failed and refused to offer an  
23 effective remedy.

24 91. In addition, upon information and belief, Defendant received numerous  
25 complaints, notices of the need for repair and resulting safety issues, and requests  
26 for warranty repairs and coverage relating to the Defect from other members of  
27 the class. Upon information and belief, Kia also engages in buy backs and secretly  
28

1 rectifies the Defect when it manifests in the Vehicles and consumers complain about  
2 it.

3 92. In its capacity as a supplier and/or warrantor, and by the conduct  
4 described herein, any attempt by Defendant to disclaim or otherwise limit express  
5 warranties in a manner that would exclude or limit coverage for the Defect that was  
6 present at the time of sale and/or lease, which Defendant knew about prior to offering  
7 the Vehicles for sale and/or lease, and which Defendant did not disclose and did not  
8 remedy prior to (or after) sale and/or lease, is unconscionable, and Defendant should  
9 be estopped from pursuing such defenses.

10 93. Further, any such effort by Defendant to disclaim or otherwise limit  
11 liability for the Defect is null and void because Kia and its authorized agents (the  
12 dealers) have wrongfully, uniformly, and repeatedly refused and failed recall or issue  
13 a permanent fix for the Defect.

14 94. Specifically, Defendant's warranty disclaimers, exclusions, and  
15 limitations, to the extent that they may be argued to apply, were, at the time of sale,  
16 and continue to be, unconscionable and unenforceable to disclaim liability for a  
17 known, latent defect. Defendant knew when it first made these warranties and their  
18 limitations that the defect existed, and the warranties might expire before a  
19 reasonable consumer would notice or observe the defect. Defendant also failed to  
20 take necessary actions to adequately disclose or cure the Defect after the existence  
21 of the Defect came to the public's attention and sat on its reasonable opportunity to  
22 cure or remedy the Defect, its breaches of warranty, and consumers' losses. Under  
23 these circumstances, it would be futile to enforce any informal resolution procedures  
24 or give Defendant any more time to cure the Defect or cure its breaches of warranty.

25 95. As such, Defendant should be estopped from disclaiming liability for  
26 its actions.

27 96. Privity of contract is not required for consumer implied warranty claims  
28 under the relevant laws. However, Plaintiffs and the other class members had

1 sufficient direct dealings with Defendant and its agents (dealers) to establish privity  
2 of contract.

3 97. Kia's authorized dealers are agents of Kia, and there is a factually  
4 plausible agency relationship between Kia and its dealerships. This agency is  
5 factually supported by at least the following: 1) Kia's warranty directs Class Vehicle  
6 owners to present their vehicles to Kia authorized dealerships for repairs; and 2) Kia  
7 requires dealerships to submit detailed data to it regarding repairs performed at  
8 dealerships. These considerations demonstrate the agency relationship between Kia  
9 and its dealerships, with whom Plaintiffs interacted and transacted as alleged herein.

10 98. Privity is also not required in this case because Plaintiffs and the other  
11 class members are intended third-party beneficiaries of contracts between Defendant  
12 and its dealers (i.e., its agents); specifically, they are the intended beneficiaries of  
13 Defendant's implied warranties. The dealers were not intended to be the ultimate  
14 consumers of the Vehicles; the warranty agreements were designed for, and intended  
15 to benefit, only the ultimate consumers—such as Plaintiffs and the other class  
16 members. Privity is also not required because Plaintiffs' and the other class  
17 members' Vehicles are inherently dangerous due to the aforementioned defect and  
18 nonconformities.

19 99. Kia also had direct dealings with Plaintiffs and class members by  
20 providing warranties directly to Plaintiffs and class members. Kia provided the  
21 NVLW directly to Plaintiffs and class members, creating privity between the  
22 parties.

23 100. Plaintiffs and the other class members suffered and will suffer  
24 diminution in the value of their Vehicles, out-of-pocket losses related to repairing,  
25 maintaining, and servicing their defective Vehicles, costs associated with arranging  
26 and obtaining alternative means of transportation, and other incidental and  
27 consequential damages recoverable under the law.

**COUNT II**  
**Fraud/Fraudulent Omission**  
**(On Behalf of the Nationwide Class or, in**  
**the alternative, the Kansas and Texas Classes)**

101. Plaintiffs reallege and incorporate by reference the preceding paragraphs as if fully set forth herein.

102. Plaintiffs Raymond and O'Brien bring this claim on behalf of the Nationwide Class or, in the alternative, under the laws of the states where they purchased or leased their Vehicles.

103. Defendant actively, intentionally, and knowingly concealed, suppressed, and/or omitted material facts including the existence of the Defect and the standard, quality, or grade of the Vehicles and the fact that the Vehicles contain a Defect and corresponding safety risk, with the intent that Plaintiffs and class members rely on Defendant's omissions. As a direct result of the Defendant's fraudulent conduct, as alleged herein, Plaintiffs and members of the class have suffered actual damages.

104. Defendant knew at the time of sale or lease and thereafter that the Vehicles contained the Defect, omitted material information about the safety of the Vehicles, and actively concealed the Defect. To date, Defendant has not provided Plaintiffs and members of the class with an adequate repair or remedy for the Defect.

105. Defendant possessed superior and exclusive knowledge regarding the Defect, and therefore had a duty to disclose any information relating to the safety and functionality of key safety features in the Vehicles.

106. The Defect is material to Plaintiffs and the members of the class because Plaintiffs and the members of the class had a reasonable expectation that the Vehicles would not contain a Defect that causes their brakes to fail and that exposes them and others to a safety risk. No reasonable consumer expects a vehicle to contain a concealed defect, such as the Defect as well as its associated safety risk.

107. Plaintiffs and members of the class would not have purchased or leased the Vehicles but for Defendant's omissions and concealment of material facts regarding the nature and quality of the Vehicles and the existence of the Defect and corresponding safety risk, or would have paid less for the Vehicles.

108. Kia knew its concealment and suppression of the Defect was false and misleading, and knew the effect of concealing those material facts. Kia knew its misstatements, concealment, and suppression of the Defect would sell more Vehicles and would discourage Plaintiffs and the members of the Class from seeking replacement or repair of the Defect during the applicable warranty periods. Further, Defendant intended to induce Plaintiffs and class members into purchasing or leasing the Vehicles and to discourage them from seeking replacement or repair of the Defect in order to decrease costs and increase profits.

109. Defendant acted with malice, oppression, and fraud.

110. Plaintiffs and the members of the class reasonably relied upon Defendant's knowing misrepresentations, concealment and omissions. As a direct and proximate result of Defendant's misrepresentations, omissions and active concealment of material facts regarding the Defect and the associated safety risk, Plaintiffs and the members of the Class have suffered actual damages in an amount to be determined at trial.

**COUNT III**  
**UNJUST ENRICHMENT**  
**(On Behalf of the Nationwide Class, or in the**  
**alternative, the Kansas and Texas Classes)**

111. Plaintiffs reallege and incorporate by reference the preceding paragraphs as if fully set forth herein.

112. Plaintiffs Raymond and O'Brien bring this claim on behalf of the Nationwide Class or, in the alternative, under the laws of the states where they purchased or leased their Vehicles.



1 113. This claim is pleaded in the alternative to the other claims herein, and  
2 seeks restitution of ill-gotten gains.

3 114. As a direct and proximate result of Kia's omissions concerning and its  
4 failure to disclose the known Defect, Kia has profited through the sale and lease of  
5 the Vehicles and subsequently by profiting on the purchase of replacement parts and  
6 charging Plaintiffs and other Class Members for expensive repairs to their Vehicles  
7 when the brakes inevitably fail. Although these Vehicles are purchased through  
8 Kia's agents, the money from the Vehicle sales flows directly back to Kia.

9 115. As a result of its wrongful acts, concealments, and omissions of the  
10 Defect in its Vehicles, as set forth above, Kia charged higher price for the Vehicles  
11 than the Vehicles' true value. Plaintiffs and members of the class paid that higher  
12 price for their Vehicles to Kia's authorized distributors and dealers, which are in  
13 Kia's control.

14 116. Additionally, as a direct and proximate result of Kia's failure to disclose  
15 known Defect in the Vehicles, Plaintiffs and class members have Vehicles that will  
16 require high-cost repairs that can and therefore have conferred an unjust substantial  
17 benefit upon Kia.

18 117. Kia has been unjustly enriched due to the known Defect in the Vehicles  
19 through the receipt and use of money paid for the defective vehicles, sale of  
20 replacement parts, and performance of repairs, that added to Kia's profits when said  
21 money should have remained with Plaintiffs and the class members.

22 118. As a result of Kia's unjust enrichment, Plaintiffs and the class members  
23 have suffered damages.

24 119. Equity and good conscience militate against allowing Kia to retain its  
25 ill-gotten gains, and requires disgorgement and restitution of the same.  
26  
27  
28



**COUNT IV**  
**VIOLATION OF THE KANSAS CONSUMER PROTECTION ACT**  
**Kan. Stat. § 50-623, et seq.**  
**(On Behalf of Plaintiff O’Brien and the Kansas Class)**

120. Plaintiffs reallege and incorporate by reference the preceding paragraphs as if fully set forth herein.

121. This claim is brought on behalf of Plaintiff O’Brien and the Kansas Class members.

122. Kia’s conduct constituted, among other things, the following prohibited, deceptive and unfair business practices: (a) knowingly representing that property or services have sponsorship, approval, accessories, characteristics, ingredients, uses, benefits or quantities that they do not have; (b) knowingly representing that property or services are of particular standard, quality, grade, style or model, if they of another which differs materially from the representation; (c) knowingly representing that property or services has uses, benefits or characteristics unless the supplier relied upon and possesses a reasonable basis for making such representation; (d) knowingly representing that use, benefit or characteristic of property or services has been proven or otherwise substantiated unless the supplier relied upon and possesses the type and amount of proof or substantiation represented to exist; (e) the willful use, in any oral or written representation, of exaggeration, falsehood, innuendo or ambiguity as to a material fact; and (f) the willful failure to state a material fact, or the willful concealment, suppression, or omission of a material fact. Kan. Stat. § 50-626.

123. Kia’s conduct constituted, among other things, the following unconscionable methods, acts or practices in the conduct of trade or commerce: (a) Kia knowingly or with reason to know, took advantage of the inability of the consumer reasonably to protect the consumer’s interests because of the consumer’s physical infirmity, ignorance, illiteracy, inability to understand the language of an

1 agreement or similar factor; (b) Kia knew or had reason to know the consumer was  
2 unable to receive a material benefit from the subject of the transaction; and (c) Kia  
3 knew or had reason to know the transaction the supplier induced the consumer to  
4 enter into was excessively one sided in favor of the supplier; and (d) Kia knew or  
5 had reason to know it made a misleading statement of opinion on which the  
6 consumer was likely to rely to the consumer's detriment. Kan. Stat. § 50-627.

7 124. Kia's conduct was fraudulent and deceptive because the omissions  
8 created a likelihood of confusion and misunderstanding and had the capacity or  
9 tendency to deceive and, in fact, did deceive, ordinary consumers, including Kansas  
10 Plaintiff. Ordinary consumers, including Kansas Plaintiff, would have found it  
11 material to their purchasing decisions that the Class Vehicle suffered from the brake  
12 defect.

13 125. Kia owed Kansas Plaintiff and Kansas Subclass members, among  
14 others, a duty to disclose these facts because they were known and/or accessible  
15 exclusively to it.

16 126. Kansas Plaintiff and members of the Kansas Subclass justifiably relied  
17 on the material misrepresentations and/or omissions by Kia, and reasonable  
18 consumers would have been expected to rely upon these omissions, in part, because  
19 they are omissions that impact seriously on a consumer's health and well-being.

20 127. Kia's conduct actually and proximately caused an ascertainable loss of  
21 money or property to Kansas Plaintiff (as set forth above) and members of the  
22 Kansas Subclass. Absent Kia's unfair, deceptive, unconscionable and/or fraudulent  
23 conduct, Kansas Plaintiff and Kansas Subclass members would have behaved  
24 differently and would not have purchased, leased, or reimbursed payment for the  
25 Class Vehicles. Kia's omissions induced Kansas Plaintiff and Kansas Subclass  
26 members to purchase, lease, or reimburse payment for the Class Vehicles.

27 128. Accordingly, pursuant to Kan. Stat. § 50-623, Kansas Plaintiff and  
28 Kansas Subclass members are entitled to recover their actual damages, which can be

1 calculated with a reasonable degree of certainty using sufficiently definitive and  
2 objective evidence.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs, on behalf of themselves and members of the  
5 proposed classes, pray for judgment as follows:

- 6 a) Certification of the classes under Federal Rule of Civil Procedure 23;  
7 b) Appointment of Plaintiffs as representatives of classes and their counsel  
8 as class counsel;  
9 c) Compensatory and other damages for economic and non-economic  
10 damages;  
11 d) An award of restitution and/or disgorgement;  
12 e) An injunction requiring Defendant to cease and desist from engaging  
13 in the alleged wrongful conduct and to engage in a corrective  
14 advertising campaign;  
15 f) Statutory pre-judgment and post-judgment interest on any amounts;  
16 g) Payment of reasonable attorneys' fees and recoverable litigation  
17 expenses as may be allowable under applicable law; and  
18 h) Such other relief as the Court may deem just and proper.

19 **JURY DEMAND**

20 Plaintiffs demand a trial by jury on all causes of action so triable.

21  
22 Dated: December 18, 2024

Respectfully submitted,

23 /s/ Robert R. Ahdoot  
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